Mr. Daniel A. Cullen

Dear Mr. Cullen:



The United States Government, as represented by the Contracting Officer, hereby contracts with you as an Independent Contractor for the utilization of your services of a confidential nature under the following terms and conditions:

- I. Fee. In full consideration for your utilization hereunder, you will be paid a fee of \$50 per day (or \$25 per half day) when actually utilized, but not to exceed in cumulative payments a total of \$9,900 per contract year. Payments will be made as directed by you in writing in a manner acceptable to the Government. No taxes will be withheld from this amount, but it will be your responsibility to report such income under existing Federal income tax laws and regulations.
- 2. Travel. You will be advanced or reimbursed funds for necessary expenses incurred in connection with such domestic travel as may be directed or authorized by this organization. This may include per diem in lieu of subsistence in the course of such travel and while on temporary duty away from your domestic post of assignment. Payment and accounting for such expenses will be in substantial conformance with applicable regulations of this organization.
- 3. Operational Expenses. You will be advanced or reimbursed funds for necessary operational expenses as specifically approved by the Government. Such funds will be subject to payment and accounting in substantial compliance with applicable Government regulations.
- 4. Repayment. It is recognized that your failure to account for or refund any monies advanced you hereunder shall entitle the Government to withhold the total amount of such indebtedness or any portion thereof from any monies due you under the terms of this contract in such manner as it deems appropriate.
- 5. Execution of Documents. If, during your utilization bereunder, you assume the custody of Government funds or take title of record to property of any nature whatsoever and whatever situate, which property has in fact been purchased with monies of the U. S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents may be required by this organization to evidence this relationship.
- 6. Status. Your legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as implying the creation of an employee-employer relationship.
- 7. Requirements. Requirements levied upon you by this organization hereunder are a part of this contract provided they are not inconsistent with the terms hereof.

SECRET

APPROVED FOR
RELEASE DATE:
01-Jul-2010

- 8. Secrecy. By virtue of personal knowledge acquired during this and any previous association you will become privy to employees, associates, plans, programs, methods and the like of this organization, in particular, and the U. S. Intelligence Community, in general. As a direct consequence of this knowledge you agree to keep forever secret, all classified information so obtained; to refrain from presenting a paper, writing for publication; making a speech through any media or forum, or other public statement on the subject of intelligence, factual or fictional, without prior authorization by the Government. Violation of such secrecy may subject you to criminal prosecution under the espionage laws of the United States and other applicable laws and regulations.
- 9. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.
- 10. Term. This contract is effective as of 30 June 1975, and shall continue thereafter for a period of six (6) months unless sconer terminated either:
 - (a) Upon actual notice by either party hereto; or
 - (b) Without prior notice by this organization in the event of a breach of this contract by your violation of the security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

Termination or expiration of this agreement will not release you from the obligations set forth in paragraph eight (8) above and any security eath you may be required to take.

UNITED STATES GOVERNMENT

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